

REQUEST FOR PROPOSALS FOR
ENERGY ASSURANCE PLANNING
FOR THE CITY OF CASPER

Due 4:00 PM local time, 9/9/10

The City of Casper, Wyoming (öCityö) is seeking qualification statements and service proposals from organizations (övendorö) specializing in the provision of professional services for the creation of an energy assurance plan and related work for the City of Casper. The proposals should be designed to provide the City with a clear understanding of the costs of performing the service being solicited. The specific nature of the scope of work for the project is outlined in the following Request for Proposals (RFP). Such proposals shall be submitted to the City of Casper, Municipal Utilities Customer Service Desk, 200 North David Street, Casper, WY, 82601, by 4:00 PM local time, September 9, 2010.

I. Introduction and Background

An Energy Assurance Plan is a plan that helps an organization to be prepared for a disruption of its normal sources of energy. The plan might call for establishing on-site electrical power generation or on-site energy storage at key facilities. Alternatively, the plan might call for reduced energy consumption at certain locations, switching to alternative transmission lines, or moving key functions from one building to another.

The City of Casper has been awarded a \$130,000 Local Energy Assurance Projects (LEAP) grant from the Department of Energy. Funding for this grant was authorized as part of the American Recovery and Reinvestment Act of 2009 (ARRA). The City is now looking for a qualified consultant to help write an Energy Assurance Plan that is appropriate for the Casper city government. The timeline for this project currently includes a completion date of December 31, 2011.

Casper is located in Natrona County, near the center of the State of Wyoming. With a population of 54,000, it is the second largest city in the state. The City of Casper is relied upon to provide a wide range of public services, including: police protection, fire protection, water purification and distribution, wastewater treatment, street maintenance, snow removal, stormwater management, traffic management, and flood control. The city also maintains its own information technology infrastructure, including a server farm located at Casper City Hall. Likewise, it maintains its own vehicle fleet, including a maintenance building and gas station for city vehicles. Last but not least, it maintains a large and complex computerized financial system that is used to track receipts and payments for numerous items, including city employee payroll. All of these services might be important or critical to maintain in the event of a protracted power outage.

II. Scope of Services

The vendor is viewed as an expert provider, and as such, is expected to deliver a complete solution to this RFP with a stated not-to-exceed price. There are three tasks associated with this project: (1) **Capital Plan**, (2) **Communitywide Readiness**, and (3) **Training**. These tasks are more fully described below. The City reserves the right to select different vendors for each task, or to select one vendor for two or all three of these tasks.

Task #1: Capital Plan

The vendor will write a capital plan that would detail a list of improvements for certain city owned facilities. These improvements would ensure that the facilities are prepared to cope with a protracted electrical power outage. City of Casper staff will produce the list of important city-owned facilities. The facilities will primarily be buildings, but will also include remote electrical equipment such as lift stations and traffic lights that would need to be operational during an emergency. City staff will also describe the functions that would be carried out in each facility during such an emergency, with specific attention paid to describing the functions that would require electricity. City staff will also inform the vendor of any planned projects that are expected to have a substantial impact on the day-to-day energy requirements of these facilities (*i.e.*, planned equipment replacements that might conserve energy).

Once this information is in hand, the vendor will be required to, as a part of this task:

- a. **Assess the vulnerability of the facilities in question to a power outage.** Historically, certain city buildings have been more prone to power outages than others. In this step of Task #1, the vendor will be called upon to assess the likelihood of a power outage at specified city-owned buildings and facilities. The **vulnerability assessment** will include an assessment of the following:

- 16 city owned buildings
- 7 water distribution booster tanks
- 7 wastewater lift stations
- 6 signalized traffic intersections

The vendor will then combine each building's vulnerability with its relative importance to propose a list of buildings and facilities that should be prepared for an electrical outage. When completed, the **Capital Facilities List** will include:

- 13 city owned buildings
- 1 water distribution booster tank
- 1 wastewater lift station
- 1 signalized traffic intersection

- b. **Calculate the electrical requirements for each of the facilities** on the Capital Facilities List as they would be under emergency circumstances. Please note that the emergency functions might change the electrical load of the facility, so the load during an emergency might actually be higher or lower than what it is under normal circumstances. Also, some buildings are slated to undergo lighting upgrades or similar projects that would reduce their electrical loads. The vendor will need to take those changes into account as well.
- c. **Draft a decision matrix for how to choose a proper backup power source or on-site generator.** It is presumed that most of these facilities will need some sort of electrical generator or backup power source, but different circumstances would call for different solutions. The City is interested in generators that would rely on renewable fuels (solar and wind), especially since these fuels are reasonably abundant in central Wyoming, and also because this sort of generation could be used year-round to reduce energy bills. However, the primary goal of this plan is reliable energy in the midst of a crisis, so the circumstances of a particular building might call for a more traditional generator that relies on diesel or natural gas.

The decision matrix should weigh a variety of facts and pieces of data about a building, its function, its situation, and its needs. It should then show how that data leads to a recommendation on what type of generator (or other backup power source) would be best under those circumstances.

The matrix should take into account such things as:

- The amount of energy that would be needed by the building.
- The estimated up-front capital cost of designing, buying, and installing that kind of generator (or alternative improvement).
- Ongoing maintenance costs.
- Fuel storage issues.
- Reliability of the technologies available.
- The impacts of severe weather on the operation of that sort of generation technology (both while it is in use, and at other times).
- Its durability (useful life).
- On site space available (either inside, on, or outside of the building).
- The level of expertise that would be needed to operate the equipment.
- The level of expertise that would be needed to maintain the equipment.
- The wind and solar climate in Casper, and the dollar value of energy savings that might be garnered from a wind or solar system.
- Visual aesthetics and noise.
- When a mix of generator technologies might be appropriate.

d. Generate a list of improvement projects for each facility on the Capital Facilities List. The last step of the Capital Plan task would be to produce a specific list of projects for each of the selected buildings. For each building, the list should include such things as:

- A short narrative description of the selected package of projects, and a short narrative explanation of how that solution was chosen (this should reference the decision matrix described above).
- For each of the key pieces of equipment, multiple examples of acceptable models and brands.
- Where the equipment or improvements would be situated in or on the building.
- Cost estimates for the purchase and installation of each of the listed improvements. Documentation should be provided to explain how the cost estimates were generated.

Task #2: Communitywide Readiness

The City of Casper is the largest government entity in the central Wyoming region. In the event of an emergency, the City would be under pressure to help maintain vital services throughout the community, including services that are run out of buildings that are owned and operated by other local governments. Such buildings might include the jail, airport, hospital, school buildings, Hall of Justice, courthouse, or the city hall buildings of other local municipalities.

This task would begin with City staff creating a list of 30 buildings that are not city-owned but which provide services that might be vital in the midst of an emergency. Using this list, the vendor will be required to:

- a. **Create a needs assessment for each building.** Like the city buildings, each of these non-city buildings will have certain energy needs in the event of a protracted power outage. The assessment performed would be much less thorough than the one provided for the city buildings under Task #1, but it would still be enough to unearth any key community vulnerabilities. Data for this assessment might be sought through a questionnaire or similar method. The data collected might include such elements as:
- The typical electrical load of each building.
 - The likelihood of an electrical outage at that building.
 - Whether backup power supplies are already present, and if so, how long they could operate on that backup power supply.
 - If there is no electrical backup, how long and/or to what extent the building could continue to operate without power.

- The on-site fuel requirements (gasoline, diesel, propane, etc.) of those buildings, and whether adequate stores are typically present.
 - Whether the managers of those buildings have a functional plan for how to react during a power outage.
- b. Generate and distribute a report of those findings.** The findings would then be incorporated into a report and distributed to the relevant government entities, along with basic advice for how to address any vulnerabilities that were identified for each building. The vendor would also host a public meeting for representatives of those entities to explain the results of this study and to elaborate on energy assurance principles and best practices.
- c. Assess the need for city-owned mobile generators.** It is conceivable that the city government might purchase one or several mobile generator of some sort that could be used to supply power to a vital non-city building, or to a city owned facility that would be impractical to power with an on-site generator. Using the assessment, the city could assess the potential benefits of purchasing such a generator and the likelihood that it would be needed in the foreseeable future. The vendor would also write general specifications for such a generator, provide cost estimates, and identify multiple acceptable makes and models.

Task #3: Training

The vendor would be required to provide training to city staff so that they would have the skills to maintain, execute, and build upon the energy assurance plan once all of its elements are in place. Specifically:

- a. **Fire-EMS Department:** The city's Fire-EMS Department (Fire Department) is the work group that is primarily responsible for handling generalized emergencies in the City of Casper. The vendor would be required to provide city firefighters with training on how to adapt their current procedures to properly account for energy disruptions.
- b. **Fleets Division:** The city's Fleets Division maintains the city's fleet of cars, trucks, and motorized equipment. Since gas-powered generators are mechanically similar to vehicle engines, the mechanics of the city's Fleets Division would probably be assigned to operate and maintain any generators installed on city buildings. These employees would need to be trained on how to go about operating and maintaining any capital equipment installed at the selected city buildings.
- c. **Engineering:** The City's Engineering Division is responsible for overseeing the execution of all capital projects, including improvements to city buildings.

In the short term, the vendor would need to provide the city's engineers with any training that they might need to oversee the execution of the energy assurance Capital Plan. Additionally, it is clear that as the city adds buildings or moves its operations from one building to another, energy assurance improvements may need to be changed or added. The Engineering staff would therefore need training in how to modify and expand upon the energy assurance Capital Plan.

III. General Proposal Requirements

The successful vendor will submit a proposal that is as responsive as possible to the City's stated objective. Vendors should be prepared to make an oral presentation as part of the evaluation process. The City reserves the right to reject any or all proposals. The City reserves the right to request more information for clarification, or due to information omission.

IV. American Recovery and Reinvestment Act of 2009 (ARRA) Stipulations

Funding for this project has been provided as a grant that was authorized by Congress through the American Recovery and Reinvestment Act of 2009 (ARRA). Bidders are advised that as a vendor or sub-recipient, the vendor who is awarded this contract must comply with the requirements of the ARRA, including but not limited to reporting, tracking and segregation of incurred costs; reporting on job creation and preservation; publication of information on the Internet; Buy American requirements; posting ARRA signage; project accounting audits; protecting whistleblowers, and requiring prompt referral of evidence of a false claim to the Inspector General. Bidders shall include all such costs in their bids. For more information on the ARRA, please see ATTACHMENT A of this RFP and the federal website www.recovery.gov.

V. Submission of Proposals

The proposal shall be divided into sections as indicated below:

- 1) **Introductory Statement** Each vendor will introduce itself with a brief (one page) overview of its firm and its expertise in the area of energy assurance and with projects such as this one.
- 2) **Task Overview Chart** Each vendor shall submit a copy of the Task Overview Chart (below), which outlines the specific time that would be required to complete each enumerated task, along with the cost to complete that task. Vendors may also submit a total cost for the project, which may be less than the sum of the costs of the project tasks.

Task Overview Chart		
Task	Time Required	Cost to Produce
Capital Plan		\$
Communitywide Readiness		\$
Training		\$
Entire Project		\$

Vendors may propose alternative solutions, or phased approaches. If alternatives are being proposed which would significantly alter the project as described in this RFP, please change the label to "ALTERNATIVE Task Overview Chart" and provide a short summary (100 words) that outlines how your alternative differs from the project described in this RFP.

- 3) **Energy Vulnerability Assessment (For Task #1, Part A):** Each vendor shall describe in narrative form their plan for accomplishing Task #1 ó Part A. Please use the description under Section II of this document (Scope of Services section) as the point of departure. As a part of this narrative, the vendor should specify the data that would be required on each building to assess its vulnerability, and an explanation of how the vendor would plan on acquiring that data.
- 4) **Electrical Load Data Requirements (for Task #1, Part B):** The vendor will list the factual information and specific pieces of data that would be required to calculate a building's electrical load as it would be under emergency circumstances. Specify where each element of data would be found, and specify which data elements would be found by the vendor, and which data elements would need to be provided by city staff.
- 5) **Discussion of Energy Generation Alternatives (for Task #1, Part C):** The vendor will write a short (three page maximum) discussion of the relative merits

of wind, solar, diesel, and natural gas generators, given the climate of Casper, Wyoming.

- 6) **Capital Plan Example:** As a means of concretely demonstrating what the vendor's end product will be for the Capital Planning portion of Task #1, each prospective vendor will produce a Capital Plan Example. The vendor will produce a capital plan for how it might provide energy assurance to a building **that the vendor currently owns and operates** (such as its corporate headquarters). For the purposes of this exercise, pretend that the building in question is a city owned building that has been deemed to have a vital emergency function. The vendor will:
- Provide a description of the building in question.
 - Calculate the electrical load of the building in question as it is under normal (non-emergency) circumstances using the same data and information that was specified under the Electrical Load Data Requirements discussion (part 4 of this section). The calculations will serve as a template for the vendor's output as per Task #1, Part B. As such, it should be presented in the exact same manner and format as the vendor intends to present its findings on the selected city buildings.
 - Create a list of building improvement projects that would provide energy assurance for the building in question. The list of projects will serve as a template for the vendor's output as per Task #1, Part D. As such, it should include equipment specifications, cost estimates, specific models, and so on, all in the exact same manner and format as would be provided for the selected city buildings.
- 7) **Scope of Work - Task #2 – Communitywide Readiness:** Each vendor shall describe in narrative form their plan for accomplishing Task #2 of Communitywide Readiness. Please use the description under Section II of this document (Scope of Services section) as the point of departure. As a part of this narrative, the vendor should specify the data that would be required on each building that will be covered by its Communitywide Readiness Report, and an explanation of how the vendor would plan on acquiring that data.
- 8) **Communitywide Readiness Report Example:** As a means of concretely demonstrating what the vendor's end product will be for the Communitywide Readiness Report, the vendor will produce a Communitywide Readiness Report Example. For the purposes of this example, the vendor will use the same building it selected for the Capital Plan Example (part 6 of this section), only this time, the vendor will pretend that the building in question is a non-city owned

building that has been deemed to have a vital emergency function. The vendor will:

- Create a write-up on the building in question just as it would appear within the Communitywide Readiness Report. The write-up will serve as a template for the vendor's output as per Task #2, Part B. As such, it should include a summary of its findings, an assessment of the building's vulnerabilities, and so on, all in the exact same manner and format as would be provided for each of the buildings on the Readiness Report.

- 9) **Scope of Work - Task #3 -- Training:** Each vendor shall describe in narrative form their plan for accomplishing Task #3 - Training. Please use the description under Section II of this document (Scope of Services section) as the point of departure. Please describe, in general terms, the content and goals of each session of the training (for Fire-EMS, Buildings and Grounds, and Engineering, respectively) along with a basic description of the classroom experience anticipated (*i.e.*, the number of people who would be trained, the number of hours of training that would be provided, etc.).
- 10) **Personnel and Prior Experience** Each proposal should identify the specific executive, professional, and technical personnel who will be assigned to the project. The proposal shall indicate the responsibilities each person will have in the project, the approximate number of hours that this person will commit to the project, and the previous related work experience of each individual. Personnel indicated having appropriate expertise for this project must be assigned to the project and actively engaged in completion of the tasks. **At a minimum**, a project manager and the trainer(s) shall be included in proposal submission. Any changes in assignment of personnel shall be reviewed and approved by the City of Casper to assure consistent technical expertise throughout the term of the project.
- 11) **References** Each vendor will submit names and contact information for at least three (3) professional references. The ideal reference will be from an organization that recently received services that are similar to those that are outlined in the vendor's proposal and that were managed by the same project manager and/or project team that was described under Part 10 of this section. The City of Casper reserves the right to contact any reference or any client listed in the documents for information which may be helpful to the City in evaluating the vendor's performance on previous assignments.
- 12) **Acknowledgement of ARRA Funding:** Each vendor will specifically acknowledge that this project is being funded by the American Reinvestment and Recovery Act (ARRA). The vendor will provide a brief summary of how the

presence of ARRA funding will impact them during the execution of this project.

- 13) **Transparency Act Worksheet:** Because this project is funded by a federal grant, any vendor would be subject to the requirements of the Transparency Act of 2006 (with 2008 amendments). To address the requirements of the Transparency Act, please fill out the attached Transparency Act Worksheet (ATTACHMENT B).
- 14) **Conflicts of Interest** Each vendor will specifically address any possible conflicts of interest and the vendor's position or response as to whether or not such other work or relationship may be deemed a conflict of interest with this project. In general, a conflict of interest is any situation in which an individual representing the City and/or the vendor is in a position to exploit a professional or personal relationship for their personal or corporate benefit.

Each vendor shall submit **five (5) copies** of their **sealed proposal** to the Municipal Utilities Customer Service Desk, Casper City Hall, 200 North David Street, Casper, WY, 82601 by 4:00 PM local time, September 9, 2010. Proposals should be externally labeled **“Energy Assurance Plan Proposal.”** No additional proposals will be received thereafter. The proposal will remain valid for at least sixty (60) days.

VI. General Criteria for Evaluating Proposals

Proposals will be evaluated in regards to the stated pricing, the quality of the proposal's presentation, its responsiveness to the stated requirements, the vendor's experience and expertise, the results of reference checks, and the vendor's special qualifications. The presence of any conflicts of interest will also be reviewed.

VII. Contract Documents

The vendor will be required to sign a City of Casper Contract document. This document will include, but not be limited to, the following articles: method of compensation, time of performance, duties of the vendor, termination of the contract, and obligations to the City.

VIII. Contract Award

The City of Casper reserves the right to accept, reject, or request changes in proposals. The City is not liable for any costs incurred by the vendor prior to contract issuance, including but not limited to any work performed to create the vendor's proposal.

IX. Addenda to the Request for Proposals

In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all vendors invited to respond.

X. Late Proposals

Late proposals will not be accepted. It is the responsibility of the vendor to ensure that the proposal arrives prior to the stated deadline.

XI. Response Material Ownership

The material submitted in response to the RFP becomes the property of the City of Casper and the Department of Energy, and will only be returned to the vendor at the City's option. Responses may be reviewed by any person after the final selection has been made.

The City of Casper has the right to use any or all ideas presented in reply to this request. Disqualification of a vendor does not eliminate this right.

XII. Acceptance of Proposal Content

The contents of the proposal of the successful vendor may become a contractual obligation if the City of Casper wishes to execute a contract based on the submitted proposal. Failure of the successful vendor to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future solicitations.

ATTACHMENT A

General Provisions for Contracts funded by ARRA Grants and Loans

INSTRUCTIONS TO BIDDERS - GENERAL:

The City of Casper, Wyoming is a recipient of funding under the American Recovery and Reinvestment Act (ARRA) for this contract. Bidders are advised that as a vendor or sub-recipient, the contractor who receives award of this contract must comply with the requirements of the ARRA, including but not limited to reporting, tracking and segregation of incurred costs; reporting on job creation and preservation; publication of information on the Internet; Buy American requirements; posting ARRA signage; project accounting audits; protecting whistleblowers, and requiring prompt referral of evidence of a false claim to the Inspector General. Bidders shall include all such costs in their bids.

1. **Publication** Contractor agrees that information about this contract will be published on the Internet at the federal website, <http://www.recovery.gov>, which is maintained by the Federal Recovery Accountability and Transparency Board (the "FRATB"). The FRATB may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code. It may also be posted at the City's website, <http://www.casperwy.gov>.
2. **Limited Use of Funds** As required by Section 1604 of the AARA, Contractor agrees that no funding will be used for any casino or other gambling establishment, aquarium, zoo, golf course or swimming pool.
3. **Reporting Requirements** Contractor agrees to submit monthly reports to the City on financial and programmatic progress by the last day of the reporting quarter. Information from these reports will be made available to the public. Contractor agrees to report the following programmatic information in a manner prescribed by the City of Casper:
 - The status of the project or activity ó what has been accomplished during reporting period.
 - An estimate of the number and types of jobs created or retained by the project or activity. If Contractor used vendors in project, include direct jobs created or retained by vendor.
 - The impact, if any, on its workforce.
4. Contractor further agrees to provide the City with additional financial and programmatic information as required by the federal government due to amendments or clarifications by law or regulation.

Programmatic and Financial Reporting Periods

Due Dates

July ó September

October 3

October 6 December
January 6 March
April 6 June

January 3
April 3
July 3

5. **Registration Requirements** Contractor agrees to maintain a current registration in the federal Central Contractor Registration database (<http://www.ccr.gov>) and provide the City with its CCR registration number and legal name as entered into CCR. If the Contractor is not currently registered, it must do so by October 1, 2009. In order to register in CCR, a valid Data Universal Numbering (DUNS) Number is required. The DUNS Number is assigned by Dun & Bradstreet, Inc. (D&B).

6. **Records and Inspections**

- (a) **Inspection and audit of accounts and records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than six years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of Wyoming or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon City by this Section.
- (b) **Comptroller General, Inspector General.** Contractor further agrees to abide by the inspection requirements of ARRA and make available to any representative of an appropriate inspector general appointed under the Inspector General Act of 1975 or the U.S. Comptroller General, any records involving transactions relating to this contract. Contractor also agrees that its officers and employees may be interviewed by the Office of Inspector General representative or the U.S. Comptroller General.
- (c) **Audit of subcontractors' records.** The Contractor also agrees, with respect to any subcontracts (including fixed-price or unit-price subcontracts or purchase orders) where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor of any tier, to either conduct an audit of the subcontractor's costs or arrange for such an audit to be performed by the cognizant government audit agency through the contracting officer.
- (d) **Disposition of records.** Except as agreed upon by the City, the federal government (Government) and the Contractor, all financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, collections accruing to the Contractor in connection with the work under this contract, other applicable credits, and fee accruals under this contract, shall be the property of the City and/or the Government, and shall be delivered to the City, the Government or otherwise disposed of by the Contractor either as the contracting officer may from time to time direct during the progress of the work or, in any event, as the contracting officer shall direct upon completion or termination of this contract and final audit of accounts hereunder. Except as otherwise provided in this contract,

all other records in the possession of the Contractor relating to this contract shall be preserved by the Contractor for a period of 6 years after final payment under this contract or otherwise disposed of in such manner as may be agreed upon by the Government and the Contractor.

- (e) **Reports.** The Contractor shall furnish such progress reports and schedules, financial and cost reports, and other reports concerning the work under this contract as the contracting officer may from time to time require.
 - (f) **Subcontracts.** The Contractor further agrees to require the inclusion of provisions substantively the same to those in paragraphs (a) through (e) and paragraph (g) of this section in all subcontracts (including fixed price or unit-price subcontracts or purchase orders) of any tier entered into hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor.
 - (g) **Transparency Act Information.** Under the regulations of 2 CFR Part 176, detailed information required by the Federal Funding Accountability and Transparency Act of 2006, as amended (the "Transparency Act") must be provided. This information includes, but is not limited to the items listed below. The Contractor shall provide any information required by the contracting officer to meet this obligation, including but not limited to:
 - 1. The name of the entity receiving the award;
 - 2. The amount of the award;
 - 3. The transaction type;
 - 4. The funding agency;
 - 5. The Catalog of Federal Domestic Assistance number;
 - 6. The program source;
 - 7. The location of the entity receiving the award, including four data elements for the city, state, congressional district, and country;
 - 8. The location of the primary place of performance under the award, including four data elements for the city, state, congressional district, and country;
 - 9. A unique identifier of the entity receiving the award;
 - 10. A unique identifier of the parent entity of the recipient, should the recipient be owned by another entity; and
 - 11. The names and total compensation of the five most highly compensated officers of the company if it received (1) 80% or more of its annual gross revenues in federal awards; and (2) \$25M or more in annual gross revenue from federal awards.
7. **Separate Account Tracking and Records** The Contractor shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting: all allowable costs incurred; collections accruing to the Contractor in connection with the work under this contract, other applicable credits, negotiated fixed amounts, and fee accruals under this contract; and the receipt, use, and disposition of all Government property coming into the possession of the Contractor under this contract. The system of accounts employed by the Contractor shall be satisfactory to the City and in accordance with generally accepted accounting principles consistently applied.

8. Whistleblower Protection

- (a) Section 1553 of the ARRA provides certain protections for whistleblowers.
- (b) Contractor cannot discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, made to the Recovery Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a federal agency or their representative, information that the employee reasonably believes is evidence of:
 - gross mismanagement of an agency contract or grant relating to covered funds;
 - a gross waste of covered funds;
 - a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
 - an abuse of authority related to the implementation or use of covered funds; or
 - a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.
- (c) Under section 1553(e), Contractor shall post notice of the rights and remedies as for whistleblower protections required by the ARRA. Specifically, the contractor shall post section 1553 itself, which is attached to this supplement and titled "WHISTLEBLOWER PROTECTIONS UNDER ARRA."
- (d) Contractor shall include the substance of this section including this paragraph (d) in all subcontracts.

- 9. Wage Rate Requirements** Under section 1606 of the Recovery Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See 2 CFR §§176.80 et seq. See also <http://www.dol.gov/esa/whd/contracts/dbra.htm> (re Davis Bacon).

Contractor shall post a copy of the wage determination and the Davis-Bacon poster at the job site in a prominent and accessible place where it can be easily seen by workers.

The minimum federal wage rates are also available from the Department of Labor via the Internet at <http://www.gpo.gov/davisbacon>. Click on "Browse all determination by State"

then click on "Wyoming." State prevailing wage rates are available from the State Department of Industrial Relations, Division of Labor Statistics, via the Internet at <http://www.dir.ca.gov/DLSR/pwd/>.

10. ARRA Signage Contractor agrees to post all required ARRA signage on project site.

11. Indemnification Contractor shall further indemnify the City of Casper, Wyoming for any claim or action brought by the federal government, whether in contract or in tort, for any cause of action related to compliance with federal requirements for purchases funded under the American Recovery and Reinvestment Act of 2009, including any qui tam action, without respect to the election of the federal government to participate in such action.

Transparency Act Worksheet

City of Casper . Updated 5/22/09



To be submitted with Bid or Proposal

Dear Contractor:

Thank you for submitting your bid or proposal for this project. Please note that this project is federally funded, and as such, it is subject to the requirements of the Transparency Act of 2006 (with 2008 amendments). This form was designed to ensure proper reporting under the Transparency Act.

1.	Formal Name of your Company:	
2.	Your Corporate Address. If your corporation has multiple offices or locations, please use the location that will be most central to the work being done for this project.	
3.	Your federal DUNS number, if you have one.	
4.	If you have a parent company , the formal name of your parent company. Otherwise, write %N/A.+	
5.	If you have a parent company , the federal DUNS number of your parent company (or Secretary of State's filing number . see Question #3 above). If your parent company does not have a DUNS number, then print its mailing address. If you do not have a parent company , write %N/A.+	
6.	How much did your company receive for federally funded work in the most recent completed fiscal year? Please include all federally funded projects, even if your client was a state, local, or private entity.	\$ _____
7.	Total gross revenue for the most recently completed fiscal year of your company (<u>not</u> your parent company).	\$ _____
8.	Divide your answer from #6 by your answer to #7.	_____ %
9.	Was your answer to question #6 greater than or equal to \$25,000,000?	____ Yes ____ No
10.	Was your answer to question #8 greater than or equal to 80%?	____ Yes ____ No

Signature (Contractor)

Date

IMPORTANT: If you answered %YES+ to **BOTH** question #9 **AND** question #10, you **must** fill out the supplemental questionnaire on the next page.

Transparency Act Worksheet: Supplemental Questionnaire



Do not fill out this section unless you have already answered YES to *BOTH* question #9 and question #10 on the previous page.

Please list the names of the **five highest earning employees** in your organization, along with their total earnings for the most recently completed fiscal year:

	Employee Name	Position / Title	Total Earnings
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$

Signature (Contractor)

Date

To be Filled out by City Employee who is the Project Manager for this endeavor:

1.	Name of this project	
2.	Contract Amount	\$
3.	Catalog of Federal Domestic Assistance Number (CFDA) <i>Available from the Stimulus Workspace intranet site.</i>	
4.	Name of the Federal Program funding this project (Grant Name)	